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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

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This document was prepared by MERCHANTS & FARMERS BANK, P. O. BOX 520, KOSCIUSKO, Mississippi 39090

* PO Box 784
SH

MODIFICATION OF DEED OF TRUST

DATE AND PARTIES. The date of this Real Estate Modification (Modification) is June 27, 2008. The parties and their addresses are:

GRANTOR:

FORUM INVESTMENTS, LLC

A Limited Liability Company

PO BOX 182

SOUTHAVEN, Mississippi 38671

STRATEGIC INVESTMENTS, LLC

A Limited Liability Company

PO BOX 182

SOUTHAVEN, Mississippi 38671

TRUSTEE:

L. SCOTT PICKLE

P.O. BOX 701

KOSCIUSKO, Mississippi 39090

LENDER:

MERCHANTS & FARMERS BANK - SOUTHAVEN

Organized and existing under the laws of Mississippi

P O BOX 520

KOSCIUSKO, Mississippi 39090

1. **BACKGROUND.** Grantor and Lender entered into a security instrument dated JUNE 7, 2006 and recorded on JUNE 9, 2006 (Security Instrument). The Security Instrument was recorded in the records of DESOTO County, Mississippi at BOOK 2,492 PAGE 473 and covered the following described Property:

PARCEL 1

LOT 76, COUNTRY OAKS ESTATES SUBDIVISION, 1ST ADDITION, SITUATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI AS PER PLAT THEREOF RECORDED IN PLAT BOOK

6

22, PAGES 6-9, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

PARCEL 2

LOT 77, COUNTRY OAKS ESTATES SUBDIVISION, 1ST ADDITION, SITUATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGES 6-9, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI

The property is located in DESOTO County at LOTS 76 & 77 COUNTRY OAKS ESTATES SUBDIVISION, SOUTHAVEN, Mississippi 38671.

2. INDEXING INSTRUCTIONS.

3. MODIFICATION. For value received, Grantor and Lender agree to modify the Security Instrument as provided for in this Modification.

The Security Instrument is modified as follows:

A. Secured Debt. The secured debt provision of the Security Instrument is modified to read:

(1) Secured Debts. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

(a) Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A renewal note or other agreement, No. 485967001, dated June 27, 2008, from Grantor to Lender, with a loan amount of \$1,077,515.00 and maturing on July 25, 2009.

(b) All Debts. All present and future debts from Grantor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities.

(c) Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

4. WARRANTY OF TITLE. Grantor warrants that Grantor continues to be lawfully seized of the estate conveyed by the Security Instrument and has the right to irrevocably grant, bargain and sell the Property in trust to Trustee, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.

5. CONTINUATION OF TERMS. Except as specifically amended in this Modification, all of the terms of the Security Instrument shall remain in full force and effect.

6. AGREEMENT TO ARBITRATE. Lender or Grantor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Grantor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Grantor agree to in writing. For purposes of this section, this Transaction includes this Modification and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Modification. Lender or Grantor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Grantor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Grantor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury

to Lender or Grantor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Grantor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Grantor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Modification, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Modification or another writing.

7. WAIVER OF TRIAL FOR ARBITRATION. Lender and Grantor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Grantor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Grantor agrees to the terms and covenants contained in this Modification. Grantor also acknowledges receipt of a copy of this Modification.

GRANTOR:

FORUM INVESTMENTS, LLC

By 

~~ROBERT, MEMBER~~

STRATEGIC INVESTMENTS, LLC

By 

~~BRIAN BRANNON, MEMBER~~

LENDER:

Merchants & Farmers Bank - Southaven

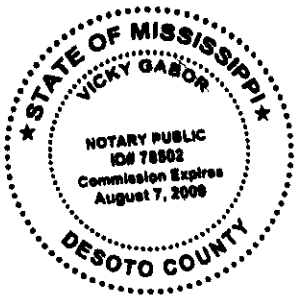
By 

STATE OF Mississippi
COUNTY OF Desoto

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN
AND FOR THE SAID COUNTY AND STATE, ON THIS 18th DAY OF
July, 2008, WITHIN MY JURISDICTION, THE
WITHIN NAMED Hunter Brannon WHO
ACKNOWLEDGED TO ME THAT HE/SHE IS member OF
Strategic Investments, LLC A
Mississippi LIMITED LIABILITY COMPANY AND THAT
FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS
ACT ON DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING
INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID
LIMITED LIABILITY COMPANY SO TO DO.

Vicky Gabor
NOTARY PUBLIC

MY COMMISSION EXPIRES:

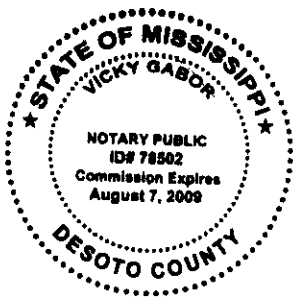


STATE OF Mississippi
COUNTY OF Desoto

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN
AND FOR THE SAID COUNTY AND STATE, ON THIS 21st DAY OF
July, 2008, WITHIN MY JURISDICTION, THE
WITHIN NAMED Chuck Roberts WHO
ACKNOWLEDGED TO ME THAT HE/SHE IS member OF
Forum Investments, LLC A
Mississippi LIMITED LIABILITY COMPANY AND THAT
FOR AND ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND AS ITS
ACT ON DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING
INSTRUMENT, AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID
LIMITED LIABILITY COMPANY SO TO DO.

Vicky Gabor
NOTARY PUBLIC

MY COMMISSION EXPIRES:



ACKNOWLEDGEMENT:

STATE OF Mississippi, COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 21st day of July, 2008, within my jurisdiction, the within named Amy Francisco, who acknowledged that he is a _____ of Merchants & Farmers Bank, a Mississippi Banking Corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

My commission expires:



Vicky Gasch
(Notary Public)